

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number		Page 1 Of 31	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-99-R-0062	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name ELLEN BARTZ			B. Telephone Number (No Collect Calls) (309) 782-5120		8. Offer Due Date/Local Time 2999AUG27
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 ADDRESS OFFERS TO: TACOM-RI ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630 e-mail: BARTZE@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3484 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked	
						<input checked="" type="checkbox"/> See Schedule	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By			
Telephone No.							
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By	
Telephone No.						Code	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity		22. Unit
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					23. Unit Price
							24. Amount
							FMS REQUIREMENT
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					33. Ship Number		34. Voucher Number
					<input type="checkbox"/> Partial <input type="checkbox"/> Final		
32b. Signature Of Authorized Government Representative					32c. Date		35. Amount Verified Correct For
36. Payment					<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
38. S/R Account Number					39. S/R Voucher Number		40. Paid By
41a. I Certify This Account Is Correct And Proper For Payment					42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer					41c. Date		42b. Received At (Location)
					42c. Date Recd (YYMMDD)		42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 2 of 31
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
<p>1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.</p> <p>2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).</p> <p>3. <u>IMPORTANT:</u> Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.</p> <p>4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:</p> <p>LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)</p> <p>LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)</p> <p>(End of clause)</p> <p>(AS7004)</p>			
2	52.245-4576 TACOM-RI	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995

This solicitation and any resulting contract are subject to the "Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)" clause contained in Section H of this document.

(End of clause)

(AS7500)

- REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
- REQUEST YOU CERTIFY TO ALL CLAUSES REQUIRING SAME.
- PLEASE PROVIDE YOUR DUNS NUMBER: _____
- PLEASE PROVIDE YOUR TAXPAYER ID CODE: _____
- PLEASE PROVIDE YOUR CAGE OR FSCM CODE: _____

OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE BASED ON PRICE ALONE, BUT AN EVALUATION OF PRICE AND PAST PERFORMANCE.

OFFERORS ARE DIRECTED TO REVIEW ALL PORTIONS OF THE SOLICITATION, WITH SPECIAL ATTENTION TO: SECTION L, INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, AND SECTION M, EVALUATION FACTORS FOR AWARD.

YOUR ATTENTION IS DRAWN TO SECTION B WHICH STATES PISTOLS ARE TO BE PACKAGED WITH TWO MAGAZINES; ONE OVERPACKED WITH EACH WEAPON AND ONE PACKED SEPARATELY.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 3 of 31
Name of Offeror or Contractor:		

*** END OF NARRATIVE A002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>1847</p> <p>EA</p> <p>\$</p> <p>\$</p> <p>NOUN: M9 9MM PISTOL FSCM: 19200 PART NR: 9346412 SECURITY CLASS: Unclassified</p> <p>PISTOLS ARE TO BE PACKAGED WITH TWO MAGAZINES; ONE OVERPACKED WITH EACH WEAPON AND ONE PACKED SEPARATELY.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-118-2640 NOUN: M9 9MM PISTOL FSCM: 19200 PART NR: 9346412 SECURITY CLASS: Unclassified PRON: U19A0R15M1 PRON AMD: 01 CUSTOMER ORDER NO: FD20609941352</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FD206082328010 FY1346 J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1,537 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) DEFENSE DISTRIBUTION DEPOT ANNISTON 7 FRANKFORD AVE ANNISTON AL 36201-4199</p> <p>MARK FOR: MIPR 99-41352</p>				
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-118-2640 NOUN: M9 9MM PISTOL SECURITY CLASS: Unclassified</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PRON: J59A0B20M1 PRON AMD: 01 AMS CD: JAK007 FMS CASE IDENTIFIER: LE JAK <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BLEA8383509001 BZ2JAK L BLEA00 3 <u>PROJ CD BRK BLK PT</u> BLE002 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 200 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (BLE002) EMBASSY OF LEBANON C/O AMBROSIO SHIPPING COMPANY 1400 CAVALIER BLVD CHESAPEAKE VA 23323-1602 MARK FOR: LEBANESE ARMY HEADQUARTERS BEIRUT LEBANON				
	<u>PRODUCTION QUANTITY</u> NSN: 1005-01-118-2640 NOUN: M9 9MM PISTOL SECURITY CLASS: Unclassified PRON: U18A2R22M1 PRON AMD: 05 CUSTOMER ORDER NO: FD20609842802 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FD206072518012A FY1346 J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 110 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) DEFENSE DISTRIBUTION DEPOT ANNISTON 7 FRANKFORD AVE ANNISTON AL 36201-4199				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified SEQUENCE A001 THRU A005</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 9346412 with revisions in effect as of 11/10/94 (except as follows):

DOCUMENT	ADD	DELETE
G4S2140		X (HARD COPY)
G5S3008		X (HARD COPY)
G5S3062	X (HARD COPY)	
G6S3029	X (HARD COPY)	
G6S3134	X (HARD COPY)	
L7S2074	X (HARD COPY)	
L7S3056	X (HARD COPY)	
L8S3034	X (HARD COPY)	
L8S3037	X (HARD COPY)	
L8S3043	X (HARD COPY)	
L8S3053	X (HARD COPY)	
L9S2003	X (HARD COPY)	
PL9346480		9346450
PL9346480		9346462

COPIES OF SPECIFICATION MIL-P-48699 ARE AVAILABLE FROM ARDEC

(CS6100)

Name of Offeror or Contractor:

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction 9346412, revision A, dated 26 AUG 90. Packing Level is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 OCT 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 MAY 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION:

1. CLEAN WITH P-D-680. DRY BEFORE APPLYING THE CONTACT PRESERVATIVE. CONTINUED AS SPECIFIED IN PARAGRAPH 1.2 OF SPECIAL PACKAGING INSTRUCTION.
2. PLACE SECOND MAGAZINE IN BAG AND CLOSE.
3. SECURE THE BAGGED MAGAZINE TO THE INSIDE OF THE UNIT CONTAINER WITH TAPE.

(End of clause)

(DS6400)

2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
---	-------------------------	---------------------------	----------

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 9 of 31
---------------------------	--	----------------------------

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.245-4538 TACOM-RI	GOVERNMENT FURNISHED AMMUNITION	SEP/1997
a. Ammunition has been programmed to support contractual test requirements as follows:			
	(1) 113,361 rounds, BALL, M882, NSN 1305-01-172-9558, Department of Defense Identification Code (DODIC) A363.		
	(2) 20,207 rounds, BALL "CERTIFIED", M882, NSN 1305-01-172-9558, DODIC A363.		
	(3) 2,021 rounds, HPT, NSN 1305-01-173-2397, DODIC A364.		
b. Requests for all ammunition shall be submitted on DD Form 1348 no later than 45 days prior to desired delivery dates. The request shall be submitted through the cognizant Defense Contract Management Area Office (DCMAO) to: Director, Armament Chemical Acquisition and Logistics Activity, ATTN: AMSTA-LC-CSC-C, Rock Island, IL 61299-7630, with a copy furnished to HQ Industrial Operations Command, ATTN: AMSIO-SMA-D, Rock Island, IL 61299-6000.			
c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions. The contractor shall also furnish a copy of the disposition request to the cognizant Defense Contract Management Area Office (DCMAO).			
(End of clause)			

ES6043

3	52.246-4532 TACOM-RI	DESTRUCTIVE TESTING	MAY/1994
a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.			
b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.			
c. All pieces of the complete Pre Production Test shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.			
d. The Contractor shall not reuse any components from items used in a destructive test during Pre Production Test, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.			
e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.			
(End of Clause)			

(ES7011)
PRE PRODUCTION/LOT ACCEPTANCE TEST

THE PRE PRODUCTION TEST WILL ENCOMPASS THE CONTRACTOR PROVIDING FIRST PIECE INSPECTION REPORTS TO FINAL DRAWING DIMENSIONS AND VERIFICATION OF SPECIAL PROCESSES ON ALL M9 PISTOL COMPONENT PARTS. AS PART OF YOUR PRE PRODUCTION TEST DATA, THE GOVERNMENT WILL ACCEPT FOR REVIEW AND APPROVAL, THE RECEIVING INSPECTION REPORTS OF QAP CHARACTERISTICS, AS A MINIMUM FOR VENDED PARTS.

THE CONTRACTOR WILL FURTHER PROVIDE A CERTIFICATE OF CONFORMANCE (COC) FOR ALL PERFORMANCE CHARACTERISTICS LISTED IN SECTION 3.4, IN ACCORDANCE WITH SECTIONS 4.5.3 AND 4.6 OF THE END ITEM SPECIFICATION MIL-P-48655 FOR EACH LOT OF PISTOLS MANUFACTURED UNDER THIS CONTRACT.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 10 of 31
Name of Offeror or Contractor:		

IT SHOULD BE NOTED THAT THE FIRST MONTH'S PRODUCTION LOT OF PISTOLS WILL NOT BE ACCEPTED BY THE GOVERNMENT OR SHIPPED UNTIL THE DATA HAS ALL BEEN REVIEWED AND ACCEPTED BY THE GOVERNMENT.

THE ABOVE TESTS AND INSPECTIONS DO NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH ALL REQUIREMENTS OF THE TECHNICAL DATA PACKAGE FOR THE M9 PISTOL.

*** END OF NARRATIVE E001 ***
THE CONTRACTOR SHALL PROVIDE ALL ACCEPTANCE INSPECTION EQUIPMENT (AIE) NECESSARY TO ASSURE CONFORMANCE OF COMPONENTS AND END ITEMS TO CONTRACT REQUIREMENTS.

ALL AIE SHALL BE AVAILABLE FOR USE PRIOR TO THE PRE PRODUCTION AND LOT ACCEPTANCE TESTING. IF THE PRE PRODUCTION TEST IS NOT REQUIRED, AIE SHALL BE AVAILABLE PRIOR TO INITIATION OF PRODUCTION.

*** END OF NARRATIVE E002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 11 of 31
--------------------	---	---------------

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-34	F.O.B. DESTINATION	JAN/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
6	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)
CLAUSES 1, 2, AND 3 APPLY ONLY TO FMS REQUIREMENTS.

*** END OF NARRATIVE F001 ***

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p style="text-align: center;">Page 12 of 31</p>
--	--	---

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.245-4575 TACOM-RI	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS)	FEB/1995

(a) Definitions. (i) ‘‘Excess property,’’ means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) ‘‘Significant Military Equipment (SME),’’ means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) ‘‘Munitions List Items (MLI),’’ means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor’s employee) am the officer
or employee of _____ (name of company) responsible for assuring
demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND
QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____
____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 13 of 31
Name of Offeror or Contractor:		

- (iv) Man portable rocket launchers and all components and parts;
 - (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
 - (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
 - (vii) Rifle grenade launchers and all components and parts;
 - (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
 - (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
 - (x) Technical data related to the manufacture or production of any defense article enumerated above.
- (2) The following items are considered to be SME accessories and require key point demilitarization worldwide:
- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.
- (3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:
- (i) Silencers, suppressors and mufflers (total destruction).
 - (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.
- (4) The following items are considered to be MLI and to not require demilitarization:
- (i) Clips for the M1 Rifle.
 - (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.
- (e) Method and degree of demilitarizations.
- (1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.
- (2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.
- (3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p>Page 14 of 31</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled ''Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 15 of 31
---------------------------	--	----------------------

Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
4	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
5	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

 X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

 X (12) 52.222-26, Equal Opportunity (E.O. 11246).

 X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

 X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p style="text-align: center;">Page 16 of 31</p>
--	--	---

Name of Offeror or Contractor:

- ____(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ____(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ____(18) Reserved.
- ____(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- ____(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- ____(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ____(ii) Alternate I of 52.225-21.
- X (22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ____(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 17 of 31
---------------------------	--	----------------------

Name of Offeror or Contractor:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
- and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

- | | | | |
|---|----------|---|----------|
| 6 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1990 |
|---|----------|---|----------|
- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 3,000 EA per option period as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 1 October 1999 by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

		<u>Unit Price</u>	
Evaluated Option (F.O.B. Origin)		\$ _____	OPTION PERIOD ONE - FY 2000 (1 OCT 99-30 SEP 00)
		\$ _____	OPTION PERIOD TWO - FY 2001 (1 OCT 00-30 SEP 01)
		\$ _____	OPTION PERIOD THREE - FY 2002 (1 OCT 01-30 SEP 02)

It should be noted that the evaluated option may be awarded by the Government any time during the option period in any combination up to and including a quantity of 3,000 ea.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

- | | | | |
|---|-----------------------|---|----------|
| 7 | 252.212-7001
DFARS | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS | JAN/1999 |
|---|-----------------------|---|----------|

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023,

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p align="center">Page 18 of 31</p>
---	--	--

Name of Offeror or Contractor:

Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (☐ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ 252.243-7002 Certification of Requests for Equitable Adjustment
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

Name of Offeror or Contractor:

lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

CLAUSE 1, FAR 52.214-4 "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS" CAN BE FOUND IN FULL TEXT AS ATTACHMENT 027.

CLAUSES 2, 4, & 8 APPLY ONLY TO FMS REQUIREMENTS.

*** END OF NARRATIVE I001 ***

THE CONTRACTOR WARRANTS THAT THE SUPPLIES DELIVERED UNDER THIS CONTRACT (INCLUDES BOTH WEAPONS AND SPARE PARTS) WILL CONFORM TO MATERIAL, DESIGN AND WORKMANSHIP REQUIREMENTS OF THE SUBJECT CONTRACT. EXCEPT FOR INSTANCES OF ABUSE OR NEGLECT BY THE CUSTOMER, OR IN CASES WHERE THE PRODUCT IS USED FOR OTHER THAN ITS INTENDED USE, THIS PRODUCT WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S ELECTION, FOR A PERIOD OF 18 MONTHS FROM THE DATE OF THE LAST CONTRACT DELIVERY FOR DEFECTS IN MATERIALS, DESIGN, AND WORKMANSHIP, AT NO CHARGE TO THE GOVERNMENT. THIS WARRANTY IS VOIDED IN CASES OF ABUSE OR NEGLECT, OR WHEN THE PRODUCT IS USED FOR OTHER THAN ITS INTENDED USE.

*** END OF NARRATIVE I002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 20 of 31
	PIIN/SIIN DAAE20-99-R-0062MOD/AMD	
Name of Offeror or Contractor:		

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CD WITH DRAWINGS		1CD	
Attachment 002	ECP G5S3008	01-MAR-95	2PG	
Attachment 003	G5S3062	08-JUN-95	2PG	
Attachment 004	ECP G6S3029	03-MAY-96	11P	
Attachment 005	ECP G6S3134	14-AUG-96	4PG	
Attachment 006	ECP L7S2074	12-JAN-98	3PG	
Attachment 007	ECP L7S3056	09-SEP-97	4PG	
Attachment 008	ECP L8S3034	18-AUG-98	2PG	
Attachment 009	ECP L8S3037	10-SEP-98	2PG	
Attachment 010	ECP L8S3043	19-OCT-98	2PG	
Attachment 011	ECP L8S3053	25-NOV-98	3PG	
Attachment 012	ECP L9S2003	18-FEB-99	29P	
Attachment 013	HAZARDOUS COMPONENT SAFETY DATA STATEMENT	20-JUL-90	3PG	
Attachment 014	HAZARDOUS COMPONENT SAFETY DATA STATEMENT	10-MAY-94	3PG	
Attachment 015	DOCUMENT SUMMARY LIST		3PG	
Attachment 016	DOCUMENT SUMMARY LIST		2PG	
Attachment 017	ADDRESS CODE DISTRIBUTION		1PG	
Attachment 018	LIST OF ADDRESSEES		1PG	
Attachment 019	ACCOUNTABILITY INSTRUCTIONS		3PG	
Attachment 020	WARRANTY ACCOUNTABILITY INSTRUCTIONS		4PG	
Attachment 021	DID-TRANSPORTATION DISCREPANCY REPORT	08-NOV-90	10P	
Attachment 022	DID-REPORT OF SHIPPING & PACKAGING DISCREPANCY	30-DEC-87	5PG	
Attachment 023	DID-SMALL ARMS SERIALIZATION PROGRAM	24-JUL-91	2PG	
Attachment 024	DID-REQUEST FOR GOVT FURNISHED MATERIEL		3PG	
Attachment 025	DID-GFM CONSUMPTION REPORT		2PG	
Attachment 026	REPORT OF RECEIPTS, INVENTORY, ADJUSTMENTS & SHIPMENT OF GFP	17-SEP-87	2PG	
Attachment 027	FAR 52.214-4, "CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS"		3PG	
Attachment 028	Reserved on Basic			
Attachment 029	Reserved on Basic			
Attachment 030	Reserved on Basic			
Attachment 031	Reserved on Basic			
Attachment 032	Reserved on Basic			
Exhibit A	CONTRACT REQUIREMENTS DATA LIST (CDRL) DD FORM 1423	28-JAN-99	2PG	
Exhibit B	CDRL	26-JAN-99	2PG	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p style="text-align: center;">Page 21 of 31</p>
--	--	---

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	JUN/1999
---	---	----------

(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Women-owned small business concern means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

____ Sole proprietorship

____ Partnership

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____

(5) Common Parent.

____ Offeror is not owned or controlled by a common parent.

____ Name and TIN of common parent:

Name _____

Name of Offeror or Contractor: _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it
 ____ is,
 ____ is not
 a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it
 ____ is
 ____ is not
 a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
 ____ is
 ____ is not
 a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
 ____ is
 ____ is not
 a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it
 ____ is
 ____ is not
 an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p style="text-align: center;">Page 23 of 31</p>
--	--	---

Name of Offeror or Contractor:

☐ Over 1,000 ☐ Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

- (A) It
☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concern maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It
☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
 _____.]

(iii) Address. The offeror represents that its address
☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

- ☐ Black American
☐ Hispanic American
☐ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia)Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American)persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

- (i) it

Name of Offeror or Contractor:

____ is
____ is not
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
____ is
____ is not
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:
_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It
____ has,
____ has not,
participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It
____ has,
____ has not,
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It
____ has developed and has on file,
____ has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It
____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as ''designated or NAFTA country end products'' as those terms are defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as ''Caribbean Basin country end products'' as that term is defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as ''NAFTA country end products'' as that term is defined in the clause entitled ''Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program'':

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 26 of 31
Name of Offeror or Contractor:		

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals

_____are,

_____are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) _____Have,

_____Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

_____are,

_____are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p style="text-align: center;">Page 27 of 31</p>
--	--	---

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JUN/1999

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) ''Remit to'' address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 28 of 31
Name of Offeror or Contractor:		

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the - Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215)697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained -
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

(LF7027)

2	52.215-4510	ELECTRONIC BIDS/OFFERS	APR/1999
	TACOM-RI		

1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:

<http://aais.ria.army.mil/aais/SOLINFO/index.htm>

2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the responsibility of timely transmission of their bids/offers to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

3. Upon opening the "Bid Submission Page", you must:

- a. Select one of the solicitations listed on the "SELECT SOLICITATION" box.
- b. Enter your Commercial and Government Entity (CAGE) code in the "Cage Code" block.

(NOTE: If you don't have a CAGE code, you may substitute a five-character identifier of your choosing. The first five letters

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-99-R-0062 MOD/AMD</p>	<p align="right">Page 29 of 31</p>
---	--	---

Name of Offeror or Contractor:

of your company name is suggested.)

c. Use the browse button to locate and select the file that contains your bid/proposal/quote.

d. Click on the "Send" button.

(NOTE: If your bid/proposal/quote consists of multiple files, these must be uploaded individually by repeating the steps listed in subparagraphs a thru d above).

e. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.
<http://aais.ria.army.mil/aais/Padds_web/index.html>"

f. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps listed above or by data-faxing your bid/proposal/quote to Area Code (309) 782-2047.

4. Bids/Offerors and all supporting documentation submitted as electronic attachments shall be provided either:

- a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or
- b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.

5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.

6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.

7. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.

8. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.

9. Written confirmation of electronic bids/offers is not required.

10. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.

11. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.

12. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

(End of Provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0062 MOD/AMD	Page 30 of 31
Name of Offeror or Contractor:		

3 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

THE GOVERNMENT INTENDS TO EVALUATE PRICE AND PAST PERFORMANCE IN THIS AWARD. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS SOURCES, SUCH AS CONTRACTING OFFICER KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, AND THE PREAWARD MONITOR, ETC.

*** END OF NARRATIVE L001 ***

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
2	52.217-5	EVALUATION OF OPTIONS	JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE BASED ON PRICE ALONE. IN ADDITION, PAST PERFORMANCE PERTAINING TO THE MANUFACTURING OF LIKE OR SIMILAR ITEMS TO THE 9MM PISTOL WILL BE EVALUATED. OF THE TWO, PAST PERFORMANCE IS SLIGHTLY MORE IMPORTANT THAN PRICE. ALTHOUGH PRICE IS NOT THE MOST IMPORTANT CONSIDERATION, IT COULD BECOME A CONTROLLING FACTOR WHERE AN OTHERWISE LOW RISK PROPOSAL IS UNAFFORDABLE OR WHERE THE LOW RISK PROPOSALS ARE CONSIDERED ESSENTIALLY EQUAL.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATION PRICE TO THE GOVERNMENT. THE TOTAL EVALUATION PRICE WILL BE DERIVED BY MULTIPLYING THE OFFERED UNIT PRICE BY THE QUANTITY.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING OFFICER KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION.

THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE OF A RESPONSIVE/RESPONSIBLE OFFEROR.

CLAUSE 1 APPLIES ONLY TO FMS REQUIREMENTS.

*** END OF NARRATIVE M001 ***